

EXHIBIT “1”



[NEW RETAILER](#)

[EVENTS](#)

[ARTICLES](#)

[RESOURCES](#)

[MY STORE](#)

[Terms and Conditions \(/en/node/656/revisions/236801/view\)](#)

Wizards Play Network Terms and Conditions

Last Updated: January 1, 2017

[Download a PDF copy of the Wizards Play Network Terms and Conditions](#)
(<http://edit.wpn.wizards.com/document/wpn-terms-and-conditions>)

Wizards of the Coast LLC ("**Wizards**") is dedicated to bringing people together through their shared love of gaming. As part of that effort, we created a promotion program: the Wizards Play Network (the "**WPN**"). There is no fee to join or participate in the WPN, but it does require your active engagement and your agreement to the following WPN Terms and Conditions ("**WPN Terms**"). By joining the WPN, you acknowledge that, as a purely promotional program, the WPN does not create a franchise or agency relationship. Nothing in these WPN Terms preclude you from selling Wizards' products or running unsanctioned *Magic: The Gathering*, *Duel Masters* or *Dungeons & Dragons* events.

The WPN Terms govern your participation in the WPN as a Retail Store (defined below) (referred to herein as a "**WPN Member**").

By visiting this website and/or participating in the WPN and becoming a WPN Member, you acknowledge and agree that you have read, understood and agree to be bound by the WPN Terms including, but not limited to, the following terms, conditions and policies which are incorporated by reference:

- Wizards Play Network Code of Conduct ("WPN Code of Conduct")
(<http://wpn.wizards.com/en/document/wizards-play-network-code-conduct>);
- Wizards Play Network Privacy Policy ("WPN Privacy Policy")
(<http://wpn.wizards.com/en/document/wizards-play-network-privacy-policy>);
- Wizards Terms of Use (<http://company.wizards.com/legal/terms-use>);
- Wizards Code of Conduct (<http://company.wizards.com/legal/code-conduct>);
- Wizards Event Reporter End User License Agreement; and
- Supplemental terms communicated to you from time to time in connection with WPN programs ("**Program Terms**").

It is your responsibility to ensure that you are in compliance with the WPN Terms. Wizards may revise, update or modify these WPN Terms, with or without warning, and in its sole discretion. We recommend that you review these WPN Terms from time to time. Your continued participation in the WPN following the posting of any such changes will constitute your acceptance to those changes.

Do not participate in the WPN if you do not agree with any portion of these WPN Terms. You may cancel your membership in the WPN ("**WPN Membership**") at any time by following the procedures set forth in Section 12.

Table of Contents

1. Registration
2. WPN Orientation
3. WPN Membership Levels
4. WPN License
5. WPN Member Obligations
6. Compliance with Laws
7. Government Officials
8. Event Scheduling, Administration and Reporting
9. Promotions and Marketing
10. Buy-a-Box Program
11. Privacy and Publicity
12. Cancelling Your WPN Membership
13. Termination
14. Other Remedies
15. Representations and Warranties
16. Disclaimer
17. Limitation of Liability
18. Indemnification

19. Privacy Notice

20. General

1. Registration. To apply for membership in the WPN, you must complete the application process [here \(http://wpn.wizards.com/en/sign-wpn\)](http://wpn.wizards.com/en/sign-wpn) and provide any additional information reasonably requested by Wizards. You must be the age of majority in the country or territory where your Retail Store is located ("**Territory**"). Your Retail Store must participate and graduate from the WPN Orientation Program set forth in [Section 2](#). All information you submit to Wizards must be correct and accurate. During your participation in the WPN, you are solely responsible for ensuring your WPN Membership information is accurate and current. Inaccurate information may result in the termination of your WPN Membership. Wizards reserves the right to accept or reject your application for any reason in its sole discretion.

[Back to top](#)

2. WPN Orientation. Upon completion of the registration process, your Retail Store is required to participate and graduate from an orientation program meant to educate you on the WPN and its programs and offerings (the "**WPN Orientation Program**"). Upon graduation from the WPN Orientation Program, you will be accepted into the WPN. Failure to participate in or graduate from the WPN Orientation Program will result in the rejection of your application.

[Back to top](#)

3. WPN Membership Levels. Upon acceptance into the WPN, your Retail Store will be required to meet and maintain a WPN Membership level ("**WPN Membership Level**"). Information regarding each WPN Membership Level and the requirements to maintain each WPN Membership Level can be found [here \(http://wpn.wizards.com/en/join-wpn\)](http://wpn.wizards.com/en/join-wpn). Failure to meet or maintain your WPN Membership Level requirements may result in a down leveling of your WPN Membership Level and/or your suspension or termination from the WPN.

[Back to top](#)

4. WPN License. Subject to acceptance into the WPN and your compliance with the WPN Terms, Wizards grants you a limited, revocable, non-assignable, personal, non-sublicensable and non-exclusive right and license to: (a) schedule and report Wizards-sanctioned organized play events including tournaments (individually an "**Event**" and collectively "**Events**") using Wizards' proprietary online scheduling and reporting tool (the "**Wizards Event Reporter**" or "**WER**"); (b) display the WPN logo in your store and on your website to signify that you are a WPN Member; (c) access, reproduce and display WPN marketing materials (including applicable trademarks and

artwork) in connection with advertising your Events and Wizards products and Retail Store décor; and (d) identify yourself as a WPN Member (collectively, "**Licensed Property**").

(a) Prohibitions. You will not: (i) harm, prejudice, impair or misuse the Licensed Property, Wizards, or Hasbro, Inc., its affiliates and subsidiaries ("**Hasbro**") (including its affiliated brands and properties) which includes, but is not limited to, associating the foregoing with obscene, sexually explicit, graphically violent or other inappropriate content as determined by Wizards' at its sole discretion; (ii) engage in any activity with respect to any product or service bearing any artwork, other representation, name or trademark that has the potential to confuse or that disparages the Licensed Property; or (iii) permit any unauthorized use of the Licensed Property.

(b) Goodwill. You acknowledge the great value of the goodwill associated with the Licensed Property. All goodwill arising from your use of the Licensed Property automatically inures to the benefit of Wizards, and that the Licensed Property has a secondary meaning in the mind of the public.

(c) Wizards' Ownership. You hereby acknowledge and agree that all right, title and interest in and to all Licensed Property, patents, copyrights, trademarks, databases and any other intellectual property provided to you as a WPN Member, whether registered or unregistered, are owned exclusively by Wizards. You agree to not impair, hinder, encumber or otherwise damage or challenge Wizards' ownership rights.

(d) No Transfer. You covenant and agree that these WPN Terms will be deemed a non-exclusive limited license, not a transfer, of Wizards' rights in the Licensed Property, and that you will have no interest in or claim to the Licensed Property or to any of the intellectual property rights associated therewith, except to the limited extent of the limited license granted herein.

[Back to top](#)

5. WPN Member Obligations. As a WPN Member, you will comply with, and be responsible for, the following:

(a) Professional Conduct. You will manage Events and, as applicable, your Retail Store in a professional and diligent manner that enhances the reputation and goodwill attached to Wizards and the Licensed Property.

(b) Responsibility for Staff. You agree that all people and companies you employ, utilize or otherwise recruit to work in your Retail Store or to assist with conducting Events (collectively "**Staff**") will comply with these WPN Terms and all applicable laws, ordinances, regulations and other governmental requirements. You likewise agree to comply with all federal, state, and local

laws related to any employment relationship that may exist between you and your Staff consistent with Section 6. You further agree that nothing in these WPN Terms creates an employment relationship between Wizards and your Staff. You remain solely liable for all Staff activity under your WPN Membership.

(c) Illegal Conduct. You will take all reasonable measures to prevent illegal or otherwise inappropriate conduct in or associated with your Retail Store or at Events.

(d) Events. You may not schedule, run or report fraudulent Events. Your Events must be conducted by you or your Staff.

(e) Event Locations. All Events must occur at your Retail Store or at preapproved all-ages publically-accessible venues that are clean, safe, adequately lit, reasonably climate controlled and in compliance with all relevant accessibility, safety, fire, building, and health codes, and local regulations. Wizards reserves the right to reject any location in its sole discretion. Unless otherwise agreed to by Wizards, you may not run an Event in another Retail Store.

(f) Use of Marketing Material. You will use Wizards marketing materials provided by Wizards or Wizards' authorized distributors solely in connection with the Events, Wizards products and Retail Store décor only and in compliance with Wizards Play Network Marketing Materials Policy (<http://wpn.wizards.com/en/document/digital-marketing-asset-policy>). All advertisements and promotions for your Retail Store or Events must be clear, truthful and comply with the laws relevant to your location or your Territory.

(g) Retail Store. A Retail Store is a legitimate physical retail store with any and all authorizations and/or licenses required by the local law and/or administrative resolutions, for the regular operation of a commercial establishment in the Territory that is regularly and consistently open to the public for business multiple days of the week and sells sealed Wizards' product on-site to consumers. A Retail Store must have permanently affixed signage, a dedicated store phone line, internet service, a valid email address, reasonably comfortable seating, nearby restrooms and an accepting and appropriate atmosphere for patrons of any age. As a WPN Member, you will ensure your Retail Store is clean, safe, adequately lit, reasonably climate controlled, and in compliance with all relevant safety, fire, building and health codes, and local regulations.

(h) Code of Conduct. You will refrain from violating the WPN Code Conduct.

(i) Infringing Products. You will not permit products infringing Wizards' intellectual property rights to be sold or traded in your Retail Store or at your Event, and you will notify Wizards immediately if you know or suspect the sale or trade of such infringing products in your Retail Store or at your Event.

(j) Proxy Cards. Retail Stores may only allow "proxy" cards in your Events as described in the current official Magic Tournament Rules (http://wpn.wizards.com/sites/wpn/files/attachements/mtg_mtr_10nov16_en.pdf). A proxy card is a card issued by a judge at an Event to replace a card that has become damaged during the course of play in such Event and may only be used for the duration of that Event.

(k) Counterfeit Cards. Counterfeit cards are unauthorized reproductions of authentic Wizards cards. Counterfeit cards are strictly prohibited by Wizards. WPN Members who knowingly manufacture, import, use or distribute counterfeit cards (or facilitate the same by a third party) will have their WPN Membership immediately terminated. Wizards reserves all rights in law and at equity to prosecute individuals engaged in the manufacture, importation or distribution of counterfeit cards.

(l) Playtest Cards. A playtest card is most commonly a basic resource with the name of a different card written on it with a marker. Playtest cards are not reproductions of authentic Wizards products and are created by players for personal and non-commercial use to test deck concepts. The use of playtest cards is allowed within Retail Stores only for non-commercial use in unsanctioned events.

(m) Grey Market Products. As a member of the WPN, you agree not to sell or permit grey market products to be sold or traded in your Retail Store or at your Event, and you agree not to engage in grey market activity using Wizards' product. "**Grey Market Products**" mean products that infringe Wizards' intellectual property rights. You will notify Wizards immediately if you know or suspect the sale or trade of Grey Market Products in your Retail Store or at your Events.

(n) Login Credentials. You will not disclose to anyone or permit another person to use your login credentials, and you will notify Wizards immediately if you know or suspect any unauthorized use of your login credentials. You will be fully responsible and liable for all activities conducted through your login credentials.

(o) Inactivity. Your WPN Membership will be terminated if you fail to schedule an Event for a period of sixty (60) consecutive days even if you have met and maintained a WPN Membership Level.

(p) Investigations. As a WPN Member, you expressly acknowledge and agree that your participation is subject to review by Wizards. You agree to cooperate in any Wizards' investigation of actual or alleged violations of the WPN Terms, the WPN Code of Conduct, Program Terms, or other applicable Wizards policy.

(q) On Sale Dates. You will not offer any Wizards' products to consumers prior to such products' first on-sale date as published by Wizards.

[Back to top](#)

6. Compliance with Laws. As a WPN Member, you agree to comply with all applicable laws, ordinances, regulations and other governmental requirements applicable to you, your Retail Store, your Staff and your Events including, but not limited to, marketing and promotion, employment, workers compensation coverage, tax, wage and hour, labor, data and privacy, consumer rights protection, discrimination, and accessibility. You will pay all required taxes and secure all necessary permits, approvals, and licenses from any governmental authorities necessary to conduct your Events.

7. Government Officials. You agree that in connection with your WPN Membership, you will not, directly or indirectly:

(a) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any of the foregoing;

(b) promise or give any person working for, or engaged by, Wizards or Hasbro, a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or

(c) request, agree to receive, or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with your WPN Membership.

[Back to top](#)

8. Event Scheduling, Administration and Reporting. Wizards-sanctioned organized play events can be organized by Retail Stores. As a WPN Member, you accept full responsibility for the scheduling, marketing, operation, reporting, and management of your Events including, but not limited to, all costs associated therewith. You will utilize the WER as directed by Wizards for the purposes of scheduling, registration, pairing matches, reporting conduct and reporting Events and for ordering Event and promotional support material. You expressly agree that:

(a) Scheduling Events. You will schedule any proposed Event according to the guidelines set forth in the applicable Event solicitation. All information you provided in the scheduling must be true, complete, and accurate. Wizards reserves the right to reject any Event for any reason in its sole discretion.

(b) Administering Events. You will at all times comply with all requirements applicable to the scheduled Event. Different requirements may apply depending on the type of Event including, but not limited to, product type, date restrictions, and play format. You will ensure that Events comply with these WPN Terms, WPN Code of Conduct, and all other Wizards' terms, codes of conduct, official organized play and tournament rules and procedures set forth by Wizards.

(c) Reporting Events. Within ninety-six (96) hours following an Event, Event results must be provided to Wizards through the WER. You will report all significant incidents that violate these WPN Terms, the WPN Code of Conduct, and all official organized play and tournament rules to Retail Support (<http://wpn.wizards.com/en/contact-us>).

(d) Player Data. The WER may only be used for scheduling, registration, pairing matches, reporting conduct and reporting Events and for ordering Event and promotional support material. For this limited purpose, you will have limited access to player data necessary to facilitate Events including first name, last name and country/territory of origin. Your access to and use of this information is for the sole purpose of processing player data. By using the WER or such other applications, you expressly agree that you are a data processor for the sole purpose of facilitating Events. You expressly acknowledge and agree that you will not access or use player data for any other purpose than facilitating Events and that you will not copy, transfer, sell, share, post, transmit or otherwise disclose any player information to any third party.

[Back to top](#)

9. Promotions and Marketing. You are solely responsible for promoting and marketing Events. You acknowledge and agree that Wizards is not a sponsor of your Events and that you will take no action to imply or indicate any such sponsorship. You are responsible for ensuring that any and all of your promotional materials and activities comply with applicable local, state, federal and country laws, rules and regulations. Wizards will use good faith efforts to include scheduled Events in its website calendars and event locator tools ("**Event Locator** (<http://locator.wizards.com/>)"), provided that Wizards may choose for any reason in its sole discretion not to include your Events in its website calendars or in the Event Locator and will have no liability to you for any failure to include such Events on the website or in the Event Locator.

[Back to top](#)

10. Buy-a-Box Program. As a WPN Member, Retail Stores are automatically enrolled in Wizards' buy-a-box program ("**Buy-a-Box Program**") for every *Magic: The Gathering* trading card game set release. Information regarding Buy-a-Box Program terms can be found here (<http://wpn.wizards.com/document/buy-box-program>). Retail Stores will be responsible for obtaining any permits or complying with any requirements under the relevant laws and regulations for the conduct of the Buy-a-Box Program.

[Back to top](#)

11. Privacy and Publicity.

(a) Publicity Rights. You grant Wizards the right to use your name, likeness, voice, image, business name, Retail Store logos, images and business information, as well as any photographs and audiovisual recordings of your Events, for its advertising, promotional, commercial, or educational materials. You hereby waive any right to additional consideration or compensation with respect to any such use. This authorization is granted worldwide, non-exclusively and during your participating in the WPN. If you revoke the authorization stated herein, Wizards will be allowed to terminate your WPN Membership.

(b) Sharing Your Information. You understand and agree that by signing up and scheduling Events, your name, phone number, email address, physical address and Retail Store (if applicable) business information may be shared with consumers and other third parties for the purposes of marketing and promoting your Events and facilitating market research and satisfaction surveys about the WPN, Wizards' products and organized play events.

(c) Accepting Communications. While you are a WPN Member, you agree to accept all forms of communication from Wizards regarding the WPN, your WPN Membership, and Wizards' products or services. If you opt out of any form of communication from Wizards, Wizards will be allowed to terminate your WPN Membership.

[Back to top](#)

12. Cancelling Your WPN Membership. You have the right to cancel your WPN Membership at any time by contacting Retail Support (<http://wpn.wizards.com/en/contact-us>).

[Back to top](#)

13. Termination. Wizards may terminate your WPN Membership at any time, with or without a reason: (a) upon ninety (90) days prior written notice (email sent to your WPN account email address sufficient for this purpose); or (b) immediately with written notice (email sent to your

WPN account email address sufficient for this purpose) upon the occurrence of any of the following: (i) you, at Wizards' sole discretion, violate these WPN Terms, the WPN Code of Conduct or Wizards' other published policies or procedures; or (ii) You engage in conduct that damages, harms or disparages Wizards' brands or its products. Wizards expressly agrees to waive and set aside its respective rights and obligations under any applicable law in the event of any termination of your WPN Membership to the extent that such law requires any judicial pronouncement for the termination.

[Back to top](#)

14. Other Remedies. In the event any of Section 13(a) though (b)(ii) occurs, Wizards may, at any time, in its sole discretion and without notice or any liability to you exercise any of the below remedies: (a) cancel or modify any of your scheduled Events; (b) decline to sanction your future Events or locations; or (c) temporarily suspend your WPN Membership or down level your WPN Membership Level.

Wizards may communicate its actions (but not the reason for taking such actions) to third parties and consumers. You understand and acknowledge that your WPN Membership has no monetary value to you and that you have no interest, monetary or otherwise, in any feature, content, or program of the WPN. You expressly acknowledge and agree that Wizards has no liability to you for terminating your WPN Membership or ending, modifying, changing, or terminating portions of or the entire WPN.

All remedies set forth in this Section 14 are available to Wizards in addition to, and not in lieu of, its rights of termination and any other available remedies at law or in equity.

[Back to top](#)

15. Representations and Warranties. You represent and warrant to Wizards that: (a) you have the power and authority to enter into this agreement, accept these WPN Terms and that all information you provide to Wizards is true, complete and accurate; (b) you will comply with all applicable laws and regulations governing your Staff, Retail Store and Events including, but not limited to, securing necessary permits, approvals and licenses from third parties to conduct Events; (c) notwithstanding anything in these WPN Terms, you will be, and will remain, responsible for all obligations and liabilities associated with your Staff, your store and Events; and (d) you will at all times remain responsible for the financial viability of, and risk management in respect of, your Staff, your store and Events.

[Back to top](#)

16. Disclaimer. THE WPN, ITS PROGRAMS, OFFERINGS, PROMOTIONS, TRADEMARKS, LOGOS, AND THE LICENSED PROPERTY ARE PROVIDED **"AS IS"** WITHOUT ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

[Back to top](#)

17. Limitation of Liability. NEITHER WIZARDS, NOR ITS PARENT OR AFFILIATES, LICENSORS OR RELATED ENTITIES WILL BE LIABLE IN ANY WAY TO YOU OR A THIRD PARTY FOR ANY ANTICIPATED OR LOST PROFITS, REVENUE, DATA, CONTENT, HARDWARE, SOFTWARE, INJURY, INFORMATION OR SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, STRICT PRODUCT LIABILITY AND NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION AS A WPN MEMBER, OR IN ANY OTHER WIZARDS' PROGRAM INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DAMAGES FOR PERSONAL INJURY, EVEN IF WIZARDS, ITS LICENSORS AND SUPPLIERS, AND EACH OF ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. THE TOTAL AGGREGATE LIABILITY OF WIZARDS, ITS LICENSORS AND SUPPLIERS, AND EACH OF ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS TO YOU OR ANY THIRD PARTY IS LIMITED TO \$100.00 (USD). YOU AGREE TO WAIVE ANY RIGHT TO EQUITABLE RELIEF INCLUDING, BUT NOT LIMITED TO, INJUNCTIVE RELIEF AGAINST WIZARDS, ITS LICENSORS AND SUPPLIERS, AND EACH OF ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS TO ENFORCE THE TERMS HEREOF; HOWEVER, THE FOREGOING WILL NOT PRECLUDE WIZARDS FROM SEEKING ANY INJUNCTIVE RELIEF. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE FOR ANY REASON. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OF LIABILITY; AS SUCH THEY MAY NOT APPLY TO YOU IN PART OR IN THEIR ENTIRETY.

[Back to top](#)

18. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD WIZARDS, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CURRENT AND PAST OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY CLAIM, ACTION, SUIT, DEMAND, OR DAMAGES INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ASSERTED BY ANY THIRD PARTY OR STAFF ARISING IN CONNECTION WITH YOUR PARTICIPATION AS A WPN MEMBER, OR IN ANY OTHER WIZARDS' PROGRAM INCLUDING, BUT NOT LIMITED TO, FRAUD, WAGE OR EMPLOYMENT CLAIMS, NEGLIGENCE, INJURY OR DEATH, OR RIGHT OF PUBLICITY. You will cooperate as fully as reasonably required in the defense of any claim. WIZARDS reserves the right, at its own expense,

to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you WILL not in any event settle any matter without the written consent of WIZARDS.

[Back to top](#)

19. Privacy Notice. In addition to the disclosures contained in these WPN Terms, please refer to our WPN Privacy Policy for information on how Wizards collects, stores, uses and discloses your information.

[Back to top](#)

20. General.

(a) Language; Interpretation. These WPN Terms and all related documents will be interpreted in English. The headings of sections or paragraphs are for convenience only and not intended to restrict or affect interpretation.

(b) Equitable Remedies. You agree that Wizards would be irreparably damaged if these WPN Terms were not specifically enforced. Therefore, you agree that Wizards will, in addition to any other remedy it may have under these WPN Terms, at law or in equity, be entitled without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of these WPN Terms.

(c) Severability; No Waiver. If any provision of these WPN Terms is found to be invalid or unenforceable by any court having competent jurisdiction, then that provision will be deemed severable from these and will not affect the validity and enforceability of any remaining provisions. The failure to enforce any of the provisions of these WPN Terms, or to exercise any rights or remedies under these WPN Terms, will not be construed as a waiver of Wizards' right to assert or rely upon any such provisions, rights, or remedies in that or any other future instance.

(d) Modification. These WPN Terms may be amended, altered or modified at any time and for any reason by Wizards in its sole discretion with no prior notice. If any future changes to these WPN Terms are unacceptable to you or cause you to no longer be in compliance with these WPN Terms, please cancel your WPN Membership. Your continued participation in the WPN means you accept any and all such changes.

(e) No Assignment. These WPN Terms and the rights granted herein are personal to you, and may not be assigned, even where you transfer or lease your business or a branch of your business. Wizards may transfer or assign these WPN Terms, in whole or in part, to third parties of its choosing.

(f) Force Majeure. Wizards will not be liable for any delay or failure to perform resulting from causes outside our reasonable control including, but not limited to, any failure to perform hereunder due to unforeseen circumstances or causes such as acts of God, war, the zombie apocalypse, acts of civil or military authorities, Plan 9, robot uprisings, Phyrexian incursions, fire, floods, accidents, Eldrazi awakenings, strikes, riots, or for shortages of transportation, fuel, Mana, energy, labor or materials.

(g) Governing Law; Venue and Jurisdiction; Time Limit to Bring Claims. These WPN Terms and your participation in the WPN will be governed by laws of the State of Washington, United States, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You consent to the exclusive jurisdiction and venue of the U.S. District Court of the Western District of Washington for any claims arising out of or relating to these WPN Terms and your participation in the WPN. In no event will any claim, action or proceeding by you related to or arising from these WPN Terms or your participation in the WPN or any other interaction you may have with Wizards, be instituted more than one (1) year after the cause of action arose.

(h) Class Action Waiver. YOU AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE, WHETHER IN COURT OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT YOU WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU ACT, OR PROPOSE TO ACT, IN A REPRESENTATIVE CAPACITY. YOU AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, WIZARDS, AND ALL PARTIES TO ANY SUCH PROCEEDING.

(i) Notices. All notices given by you or required under these WPN Terms will be in writing and addressed to: Wizards of the Coast, ATTN: Retail Support, P.O. Box 707, Renton, Washington 98057-0707.

[Back to top](#)

COMMON QUESTIONS

Find answers to your questions about the WPN.

Have a Question?

[Contact Us \(/en/contact-us\)](/en/contact-us)

[SEE ALL \(/en/resources/common-questions/all\)](/en/resources/common-questions/all)



Select your language: English